Introduction to Environmental Agreements

The year 2001 proved to be a monumental year for environmental protection in the California – Baja California Border Region. The end of 2001 marked the first full year of the establishment of the Border Affairs Unit within Cal/EPA; we realized a greately-expanded cooperative working relationship with our counterpart agencies in Mexico, and, most significantly; the signing of the environmental agreements in this booklet. The agreements between the State of California and the Governments in Mexico marked the first time such agreements have been reached by a U.S. Border State and the Republic of Mexico.

In March, 2001, California and Mexico, in the presence of California Governor Gray Davis and Mexican President Vicente Fox Quesada, signed three historic agreements of cooperation on environmental issues. The subjects of the agreements involve industrial wastewater monitoring and pretreatment along the California - Baja California border, implementation of an "Emissions Testing" pilot program in Tijuana, and cooperation in the protection of the Sea of Cortez ecosystem.

On August 16, 2001, the Secretary of Cal/EPA and the Director of the Dirección General de Ecología signed a related agreement on the promotion of sustainable development in the California - Baja California Border Region. Another agreement signed by Cal/EPA in 2001 was a memorandum of understanding with the Baja California Institute of Public Health Services to initiate a study of lead in the blood of residents in specific cities of Baja California.

Both governments are currently implementing the above agreements. As of this writing, for example, siting for the installation of emissions testing equipment is currently being conducted. Training for operators of the equipment in Mexico is being finalized. It is anticipated that by the end of 2002, Tijuana will begin the operation of its first emissions testing program.

Additionally studies are being completed for the industrial wastewater pretreatment and monitoring program to identify facilities that could benefit from such a program. Later this year, a plan will be developed to make an ongoing pretreatment and monitoring program in Mexico self-sustaining. The blood lead study is currently in the design phase and is to be implemented before the end of 2002.

The year 2002 saw the signing of an additional agreement between Government Agencies regarding the development and promotion of elementary school environmental education.

Also contained in this booklet is an environmental agreement signed between the San Diego Natural History Museum and Cal/EPA. This agreement has already seen results with the development and translation of K – 12 environmental education materials that will be used to teach schoolchildren in Mexico the importance of protecting our shared environment.

"Working Towards a Cleaner Environment Within a Shared Border"

Ricardo Martínez García Assistant Secretary for Border Affairs June, 2002

AGREEMENT OF COOPERATION ON INDUSTRIAL WASTEWATER MONITORING AND PRETREATMENT BETWEEN THE STATE OF BAJA CALIFORNIA, MEXICO AND THE STATE OF CALIFORNIA, UNITED STATES OF AMERICA

WHEREAS, the State of California and the State of Baja California are fully committed to maintaining good relationships and fostering favorable economic, educational and environmental protection goals. This Agreement of Cooperation (AOC) is an initial step in developing a coordinated California-Baja California regional plan for the monitoring, pretreatment and minimization of industrial waste waters generated in the cities of Mexicali, Tecate and Tijuana for the purpose of protecting the environment and public health along the California-Mexico border.

whereas, this is a voluntary agreement between the government of the State of Baja California and the government of the State of California. This Agreement of Cooperation (AOC) sets forth the responsibilities and considerations between the two governments and their subordinate agencies. This agreement will set forth our intent to cooperatively implement a three year effort to coordinate the technical assistance capabilities of the California Environmental Protection Agency (Cal/EPA) and the State of California Water Resources Control Board with the goals and objectives of the Republic of Mexico and the State of Baja California related to monitoring, pretreatment, and minimization of industrial waste waters.

whereas, recognizing the desirability of a mutually beneficial trade and commerce partnership and an environmentally sound shared border region between California and Mexico, this agreement is intended to facilitate the transfer of California's industrial wastewater monitoring, pretreatment and pollution prevention technology to Mexico. Water pollution knows no boundaries and monitoring, pretreatment and minimization of industrial wastewater will benefit the border region as a whole.

whereas, the State of California Water Resources Control Board, working with the City of San Diego, has assisted the Direction General de Ecologia del Estado de Baja California and the Comision Estatal de Servicios Publicos de Tijuana with the implementation of a comprehensive industrial wastewater monitoring program and development of industrial waste water worker training materials, this AOC anticipates a continuation of that program and its extension to the Cities of Mexicali and Tecate in a coordinated regional manner.

whereas, the State of California Water Resources Control Board has not previously coordinated with or offered technical assistance to Mexico's Comision Nacional del Agua (National Water Commission), this AOC anticipates a new effort to include industrial wastewaters under the regulatory authority of the Republic of Mexico in a coordinated industrial wastewater program for the California-Mexico border region.

WHEREAS, the State of California recognizes that success of the coordinated industrial wastewater program requires adequate equipment, training and technical and analytical support:

- The State of California will work with the appropriate state and federal authorities in Baja California to identify the equipment needed for implementation of an effective industrial wastewater monitoring program
- The State of California will accept donations of previously used equipment, including computers and specialized wastewater monitoring and analytical equipment from state and local agencies within California and work with the appropriate state and federal authorities to arrange for transfer of such equipment to the appropriate authorities in Baja California.
- The State of California will work with the appropriate authorities in Baja California to identify the industrial wastewater worker training needs, including class room and "on the job" instructional needs, written procedures and manuals, and other special needs.
- The State of California will work with appropriate agencies in California, including the U S Environmental Protection Agency, the City of San Diego Metropolitan Wastewater Department and California State University, Sacramento to facilitate the development of the identified worker training materials.
- The State of California, working with the U S Environmental Protection Agency, the Regional Water Quality Control Board, the Colorado River Region Water Quality Control Board, San Diego Regional Water Quality Board, and local wastewater agencies, will assist the Cities of Mexicali, Tecate and Tijuana in the design and implementation of an industrial wastewater monitoring strategy and will work with the Republic of Mexico and the State of Baja California to identify resources needed to monitor and analyze industrial waste water.

NOW, THEREFORE, in consideration of mutual covenants and conditions herein contained, the parties do hereby agree as follows:

ROLES AND RESPONSIBILITIES

As an element of California-Baja California Border Strategic Environmental Plan, the Cal/EPA Border Affairs Unit and the State of Baja California, Mexico, have identified the importance of establishing an industrial wastewater monitoring, pretreatment and minimization program. The purpose of this agreement is to allow California to provide technical expertise and resources to the State of Baja California, the Cities of Mexicali, Tecate and Tijuana for the purpose of implementing comprehensive coordinated industrial wastewater monitoring, pretreatment and minimization program. The successful completion of the agreement will enable the development of a comprehensive and self-sustaining industrial wastewater program for the California-Mexico border region.

A. State of California:

- The California Environmental Protection Agency, Assistant Secretary for Border Affairs or designee will be appointed liaison whose responsibilities will include:
 - coordinating and administer the activities outlined in the Agreement of Cooperation.
 - coordinating with Mexico's liaison to evaluate the resources needed to implement the industrial wastewater monitoring, pretreatment and minimization program. A preliminary assessment will begin in April 2001.
 - establishing a work plan, which may be referred to as technical addendums to the ACC, for the industrial wastewater monitoring, pretreatment and minimization program.
 - functioning as the primary point of contact for program development; supplemental amendments and dispute resolution.
- 2. The California Environmental Protection Agency, Border Affairs Unit (BAU), the State Water Resources Control Board, the Colorado River Regional Water Quality Control Board, and the San Diego Regional Water Quality Control Board will assist the State of Baja California in identification of industrial wastewater monitoring and analytical equipment needs in the California-Mexico border region.

- 3. The California Environmental Protection Agency BAU will seek the donation of the necessary specialized industrial wastewater monitoring and analytical equipment and facilitate the transfer of such equipment to the State of Baja California and appropriate wastewater authorities.
- 4. The California Environmental Protection Agency BAU will assist in identification of industrial wastewater worker training materials and opportunities.
- 5. The California Environmental Protection Agency BAU will offer a limited industrial wastewater worker training program based on the results of an on-going cooperative effort between the State of California Water Resources Control Board, the Direction General de Ecologia del Estado de Baja California, the Comision Estatal de Servicios Publicos de Tijuana, the City of San Diego and California State University, Sacramento
- fine California Environmental Protection Agency will assist in the design of industrial wastewater monitoring strategies for the Cities of Mexicali, Tecate, and Tijuana and will work with the appropriate authorities from the Republic of Mexico, the United States of America, the State of Baja California and local California agencies to identify and obtain the necessary monitoring and analytical resources.
- 7. The Department of Toxic Substances Control of the California Environmental Protection Agency will assist the State of Baja California with the identification of opportunities to work with industries in the California Mexico border region to implement pollution prevention and minimization programs.
- B. The State of Baja California, Mexico and the Estate Comissions for Public Services for the Cities of Mexicali, Tecate, and Tijuana:
 - The Secretary for SEMARNAT, or designee will be appointed liaison whose responsibilities will include:
 - Coordinating and administer the activities outlined in the Agreement of Cooperation.
 - Coordinating with California's liaison to evaluate the resources needed to implement the coordinated regional industrial wastewater monitoring, pretreatment and minimization program. A preliminary assessment will begin in April 2001.

- Assigning responsibilities by setting up a work plan for the industrial wastewater monitoring, pretreatment and minimization program.
- Functioning as the primary point of contact for pilot project development, supplemental amendments and dispute resolution.
- The California Environmental Protection Agency, Border Affairs Unit or designee and the Direction General de Ecologia del Estado de Baja California will establish communication with Mexico's National Water Commission (Comision Nacional de Agua) to identify opportunities for coordination and cooperation regarding industrial wastewater monitoring, pretreatment and minimization.
- 3. The Direction General de Ecologia del Estado de Baja California will take the lead in identifying the industrial wastewater monitoring, pretreatment and minimization program needs for the State of Baja California and will work with the California Environmental Protection Agency and its Boards, Departments and Offices to facilitate the participation of the State of California in providing technical assistance to the State of Baja California and the Cities of Mexicali, Tecate and Tijuana.
- 4. The Cities of Mexicali, Tecate and Tijuana will contribute staff and other resources to assist the Directon General del Estado de Baja California with identification of technical assistance needs.
- 5. After successful completion of the industrial wastewater monitoring pretreatment and minimization program, the State of Baja California, the Cities of Mexicali, Tecate and Tijuana will seek resources needed to support a comprehensive and self-sustaining industrial wastewater program.

DISPUTE RESOLUTION

Any procedural disputes arising out of this Agreement shall be negotiated between the following Representatives, who shall act as liaisons for this AOC.

For the government of Mexico: The Secretary for Secretaria de Medio Ambiente y Recursos Naturales (SEMARNAT) or designee.

For the government of California: The Secretary for Environmental Protection

In the event a dispute arises involving the terms of this AOC, the liaisons shall meet and resolve the matter. This AOC is not intended to confer benefits upon, or be subject to enforcement by third parties.

AMENDMENT

This agreement may be amended at any time, or from time to time, by one or more written supplemental agreements, which shall be integrated into this agreement.

DURATION

Unless otherwise extended in writing, this agreement shall be in full force and effect for a period of three years. Any party may withdraw from this agreement 45 days following written notice to the other parties. Upon termination of this Agreement, all loaned equipment shall be returned to the appropriate California State agencies within sixty days.

GOOD FAITH

Each party to this agreement agrees to assume good faith of all other parties as a general principle for the development and implementation of a coordinated regional industrial monitoring, pretreatment and minimization program for the California-Mexico border region. All parties agree to notify one another if any problems arise and to work together to foster maximum confidence in the program. In the event that individual and several portions of this agreement are found to be in conflict with either state or federal law, regulations or policies, and, therefore, of no effect, the agreement will remain in effect without those provisions unless either party notifies the other party in writing that the entire agreement is terminated. The contents and legal scope of this Agreement having been read to the parties, they express that no error, bad faith, injury or any other defect of consent exist herein which would invalidate it, and they confirm and execute it in Sacramento, California, on March 21, 2001.

The undersigned hereby execute this Agreement of Cooperation on behalf of their parties. This Agreement takes effect when signed by all parties.

FOR THE DIRECCION GENERAL DE ECOLOGIA:

FOR THE CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY:

Director

Agency Secretary

FOR SEMARNAT AS AN HONORARY WITNESS:

FOR THE STATE WATER RESOURCES CONTROL BOARD:

Secretario

Chair

AGREEMENT OF COOPERATION BETWEEN THE STATE OF BAJA CALIFORNIA, MEXICO AND THE STATE OF CALIFORNIA, UNITED STATES OF AMERICA TO CARRY OUT A PILOT-SCALE VEHICLE EMISSIONS INSPECTION PROGRAM FOR THE CITY OF TIJUANA

whereas, the administration of California Governor Gray Davis and the administration of City of Tijuana, are fully committed to maintaining good relationships and fostering favorable economic, educational and environmental protection goals. This Agreement of Cooperation (AOC) is an initial step in addressing the conservation, management and enhancement of natural and cultural resources, including air quality along the California - Mexico border.

WHEREAS, this is a voluntary agreement between the government of the City of Tijuana and the government of the State of California. This Agreement of Cooperation (AOC), sets forth the responsibilities and considerations between the two governments and their subordinate agencies or governmental entities. This agreement will set forth our intent to cooperatively implement a two-year pilot-scale motor vehicle inspection and Maintenance (I/M) project for the City of Tijuana, Baja California. This pilot project is a first step in minimizing adverse cross-border impacts upon economic development, existing ecosystems, and shared natural resources.

WHEREAS, recognizing the desirability of a mutually beneficial trade and commerce partnership and an environmentally sound shared border region between California and Mexico, this agreement is intended to facilitate the transfer of California's core I/M environmental technology to Mexico. Air pollution knows no boundaries and the attainment of healthful air quality will benefit the border region as a whole.

WHEREAS, the state of California has developed a comprehensive vehicle Inspection and Maintenance (I/M) program that would be shared with the City of Tijuana. The I/M program includes a visual inspection to verify that all required emissions control systems are present; a functional inspection to verify that selected systems are functioning properly; and a tailpipe inspection to verify that the vehicle's emissions are within established standards.

WHEREAS, the State of California recognizes that the success of the Tijuana pilot-scale project requires adequate equipment, training and specialized facilities; and agrees to:

 Donate to the City of Tijuana a computerized Emissions Inspection System to measure tailpipe emissions, consisting of the emissions analyzer, and operating software.

- Facilitate training to the City of Tijuana Municipal Employees and assist in developing training manuals and procedures. Qualified City of Tijuana Municipal Employees, certified as instructors, will train new technicians in preparation for Tijuana's full-scale program of Vehicle Emissions Inspection.
- Assist the City of Tijuana in the planning and implementation of a Referee Center. Tijuana's Referee Center will be used in its future full-scale I/M Program to assist consumers in re-testing vehicles, answering questions and providing them with a Smog Check certificate.

NOW, THEREFORE, in consideration of mutual covenants and conditions herein contained, the parties do hereby agree as follows:

ROLES AND RESPONSIBILITIES

As an element of California-Baja California, Mexico's Border Strategic Environmental Plan, the California Environmental Protection Agency (Cal/EPA) Border Affairs Unit, State of Baja California, Mexico, and the Municipality of Tijuana, have identified the importance of establishing a vehicle Inspection and Maintenance (I/M) Program in California/Mexico's border regions. The purpose of this agreement is to allow California to provide technical expertise and resources to the City of Tijuana for the purpose of implementing a pilot-scale Inspection and Maintenance project. The successful completion of the pilot-scale project will enable the City of Tijuana to develop a comprehensive and self-sustaining I/M program.

A. State of California:

- 1. The Cal/EPA Border Affairs Unit or designee will be appointed the State's Haison whose responsibilities will include:
 - coordinating and administer the activities outlined in the Agreement of Cooperation.
 - coordinating with Mexico's liaison to evaluate the resources needed to implement the pilot project. A preliminary assessment will begin April 2001.
 - establishing a work plan, which may be referred to as technical addendums to the AOC, for the pilot-scale project.
 - functioning as the primary point of contact for the pilot project development, supplemental amendments and dispute resolution.

- The Department of Consumer Affairs' Bureau of Automotive Repair (BAR) will donate emissions inspection equipment (hardware and software) to the City of Tijuana for use in establishing a pilot-scale I/M program for their gas powered public vehicles fleet. BAR will provide up to 10 units of such equipment, as deemed necessary by the State of California, to establish the pilot program.
- 3. The Air Resources Board (ARB) will provide necessary training in the inspection of diesel powered heavy-duty yehicles:
- 4. The BAR and Cal/EPA will train a sufficient number of City of Tijuana Municipal Employees to implement the pilot project. These employees will be trained to perform emissions tests, diagnose failed vehicles, repair failed vehicles, and retest repaired vehicles. Qualified employees will also be certified as instructors such that they will be able to train additional technicians in preparation for Tijuana's full-scale program of Vehicle Emissions Inspection.
- 5. BAR will assist in the development of training materials and procedures for the pilot project.
- 6. BAR will provide technical assistance for the planning and implementation of the referee station to be located in the City of Tijuana.

g. City of Tijuana:

The Mayor of the City of Tijuana, or designee will be appointed liaison whose responsibilities will include:

- coordinating and administer the activities outlined in the Agreement of Cooperation
- coordinating with California's liaison to evaluate the resources needed to implement the pilot project. A preliminary assessment will begin April 2001.
- delegating responsibilities by setting up a work plan for the pilot-scale project
- functioning as the primary point of contact for pilot project development, supplemental amendments and dispute resolution.
- The City of Tijuana will provide a secure building for the emissions inspection equipment:

- The City of Tijuana will provide a sufficient number of Municipal Employees to be trained as technicians and trainers in accordance with the California Smog Check Program. The training of these technicians will be accomplished using California's existing educational resources.
- 3. The City of Tijuana will take the lead in the development of training materials and procedures for the pilot project.
- 4. The City of Tijuana with technical assistance from BAR, commits to construct a referee station. Tijuana's Referee Center will initially be used to test gas powered public vehicles and ultimately be used in its future full-scale I/M Program to assist consumers in re-testing vehicles, answering questions and providing them with a Smog Check certificate.
- 5. After successful completion of the pilot-scale project, the City of Tijuana will develop a comprehensive and self-sustaining I/M program. The comprehensive I/M program will include (1) a visual inspection to make certain that all required emission control equipment is present; (2) a functional inspection of the ignition timing, emission warning lights, and exhaust gas recirculation systems; and (3) a tailpipe inspection of the actual exhaust emissions at idle and cruise conditions to ensure that they are within appropriate standards.

FOLLOW-UP

The Mexican Institute of International Cooperation of the Secretariat for Foreign Affairs, in an effort to provide quality as a major focal point in international cooperation to the Government of Mexico, will be notified with ample time by the involved parties on accomplishments made within the many activities contained within the Agreement, so that these may be presented to the Work Groups that meet within the Binational Committee of both nations. Additionally and within the responsibilities of the Binational Committee, aid in the importation of materials and equipment required for the execution of this agreement.

DISPUTE RESOLUTION

Any procedural disputes arising out of this Agreement shall be negotiated between the following Representatives, who shall act as liaisons for this AOC.

For the City of Tijuana: The Mayor of the City of Tijuana, 16th Administration or designee.

For the government of California: The Secretary for Environmental Protection

In the event a dispute arises involving the terms of this AOC, the liaisons shall meet and resolve the matter. This AOC is not intended to confer benefits upon, or be subject to enforcement by third parties.

AMENDMENT

This agreement may be amended at any time, or from time to time, by one or more written supplemental agreements, which shall be integrated into this agreement.

DURATION

Unless otherwise extended in writing, this agreement shall be in full force and effect for a period of two years. Any party may withdraw from this agreement 45 days following written notice to the other parties

GOOD FAITH

Each party to this agreement agrees to assume good faith of all other parties as a general principle for Tijuana's pilot motor vehicle maintenance and inspection program. All parties agree to notify one another if any problems arise and to work together to foster maximum confidence in the program. In the event that individual and several portions of this agreement are found to be in conflict with either state or federal law, regulations or policies, and, therefore, of no effect, the agreement will remain in effect without those provisions unless either party notifies the other party in writing that the entire agreement is terminated. The contents and legal scope of this Agreement having been read to the parties, they express that no error, bad faith, injury or any other defect of consent exist herein which would invalidate it, and they confirm and execute it in Sacramento, California, on March 21, 2001.

The undersigned hereby execute this Agreement of Cooperation on behalf of their parties. This Agreement takes effect when signed by all parties.

FOR THE CITY OF TIJUANA:

FOR THE CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY:

Lic. Prancisco Arturo Vega de Lamadrid, Mayor of Tijuana

FOR SEMARNAT AS AN HONORARY WITNESS:

Lic. Victor Lichtinger Waisman Secretary FOR THE CALIFORNIA STATE AND CONSUMER SERVICES AGENCY:

Aileen Adams Agency Secretary

Agency Secretary

JOINT DECLARATION BETWEEN

THE SECRETARIAT FOR ENVIRONMENT AND NATURAL RESOURCES OF THE UNITED MEXICAN STATES (SEMARNAT) AND THE CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY (CAL/EPA), IN ORDER TO CARRY OUT JOINT ACTIVITIES FOR THE CONSERVATION AND SUSTAINABLE DEVELOPMENT OF THE SEA OF CORTEZ REGION.

The Secretariat for Environment and Natural Resources of the United Mexican States (SEMARNAT) and the California Environmental Protection Agency of the State of California (Cal/EPA) of the United States of America and the Resources Agency of the State of California, of the United States of America, herein referred to as "the Parties".

WHEREAS, the protection and conservation of the Sea of Cortez Region (Region) and its related resources are of a joint concern to the United Mexican States and to the State of California;

TAKING INTO ACCOUNT, a long history of cooperation in environmental and natural resource matters of mutual interest between our agencies; as well as between the state of California, Baja California and Baja California Sur.

RECOGNIZING, the need to implement equitable strategies, respectful of the national sovereignty and the economic and social characteristics of the people of the Region;

The SEMARNAT, the California Environmental Protection Agency and the California Resources Agency declare that:

- Through this Joint Declaration, they seek to strengthen the actions of cooperation, in order to jointly establish mechanisms for encouraging sustainable development of the Region.
- 2. These goals will be achieved according to the cooperative agreements between both countries, with the extensive participation of the public, private, and social sectors, as well as non-governmental organizations (NGO's), academics, among others.
- 3. The goals that are sought to be achieved in the Sea of Cortez Region include:
 - a) Policy coordination related to the conservation of natural resources in the Region:
 - b) Coordinating with other public organizations whose activities are related to the purpose of this Declaration:

- c) Encouraging the development and implementation of economic and environmentally sustainable strategies, such as eco-tourism, that respect the integrity of the ecosystems in the Region;
- d) Coordinating research about the physical, hydrological and biological conditions of the region;
- e) Developing and exchanging of compatible information systems in order to support policy makers, local land administrators, and the general public so as to make informed decisions about conservation, and
- f) Promoting and supporting for initiatives and public participation programs;
- g) Developing of environmental education programs, and the voluntary participation of the communities and social organizations interested in economic sustainable alternatives; and;
- h) Working together in joint search for resources in the public and private sectors, intended for the development of each distinct action proposed here and achieve the goals identified herein; and;
- i) The establishment of a work group, that will not duplicate existing efforts of other workgroups, whereby representatives of the State of California, the United Mexican States, that border the Sea of Cortez, and the SEMARNAT, as well as the non-governmental organizations (NGO's), academics and other interested groups in the development of joint studies and the development of recommendations for cooperative projects in the region:

On this 21st day of March of 2001 in Sacramento, California, duplicated in exact Spanish and in English text. FOR THE ENVIRONMENT AND NATURAL RESOURCES SECRETARIAT OF MEXICO Lichtinger Walsman Secretario FOR THE CALIFORNIA FOR THE CALIFORNIA ENVIRONMENTAL RESOURCES AGENCY PROTECTION AGENCY Winston H. Hickox Agency Secretary Agency Secretary

MEMORANDUM OF UNDERSTANDING FOR THE PURPOSE OF PROMOTING SUSTAINABLE DEVELOPMENT IN THE BORDER REGION SIGNED BY THE ENVIRONMENTAL PROTECTION AGENCY OF THE STATE OF CALIFORNIA REPRESENTED HEREIN BY ITS SECRETARY, WINSTON H. HICKOX AND BY THE ECOLOGY GENERAL DIRECTORATE OF THE STATE OF BAJA CALIFORNIA, REPRESENTED HEREIN BY ITS GENERAL DIRECTOR, ADOLFO GONZALEZ CALVILLO

WHEREAS:

BOTH COUNTRIES HAVE STATED THEIR INTEREST IN MUTUALLY SUPPORTING EACH OTHER IN ENVIRONMENTAL ISSUES, THROUGH THE US-MEXICO ENVIRONMENTAL AGREEMENT, OR "LA PAZ AGREEMENT".

THAT THERE ARE ECOSYSTEMS OF WHICH BIO-GEOGRAPHICAL BOUNDARIES GO BEYOND THE COMMON BORDER AND THAT BOTH STATES SHARE NATURAL RESOURCES SUCH AS THE FLORA AND FAUNA, AS WELL AS THE WATER RESOURCES AND AIR BASINS.

THAT SHOULD THE ENVIRONMENT OR ITS NATURAL ELEMENTS IN A STATE BECOME ALTERED, IT WOULD HAVE A REPERCUSSION IN THE OTHER.

THAT IN THE PAST, COORDINATION ACTIONS HAVE BEEN CARRIED OUT BETWEEN BOTH STATES, IN THE FRAMEWORK OF THE BORDER XXI PROGRAM, THE BORDER ENVIRONMENT COOPERATION COMMISSION, THE BORDER GOVERNORS CONFERENCES, THE TEN STATE RETREAT, THE COMMISSION FOR ENVIRONMENTAL COOPERATION, THE CALIFORNIA BORDER ENVIRONMENTAL COOPERATION COMMITTEE, AND OTHERS.

THE ECOLOGY GENERAL DIRECTORATE STATES:

- I.- THAT IT IS INTERESTED IN PARTICIPATING IN ACTIONS RELATED TO ENVIRONMENTAL PROTECTION ACTIVITIES AND PREVENTION OF POLLUTION IN THE BORDER REGION.
- II. THAT AMONG ITS AUTHORITIES, SOME OF THEM INCLUDE THE PREVENTION OF ENVIRONMENTAL EMERGENCIES, ENVIRONMENTAL CONTINGENCIES, THE POLLUTION OF THE ATMOSPHERE AND OF WATER BODIES, THE PROMOTION OF THE AWARENESS OF THE ECOLOGIC PRINCIPLES, CRITERIA AND PRECEPTS, AS WELL AS TO CARRY OUT INFORMATION AND ENVIRONMENTAL EDUCATIONAL PROJECTS.

CLAUSES:

FIRST - TO LINK EFFORTS WITH EACH OTHER FOR A BETTER USE OF RESOURCES THROUGH MUTUAL ASSISTANCE. COORDINATE WORK AND EXCHANGE EXPERTISE AND INFORMATION BY CARRYING OUT SPECIFIC ACTIVITIES THAT WILL BE AGREED UPON IN ACCORDANCE WITH ENVIRONMENTAL PLANNING NEEDS AND ENVIRONMENTAL MANAGEMENT.

SECOND - TO PROVIDE FOLLOW-UP ON SPECIFIC ACTIONS THAT MIGHT SUPERVENE, BOTH PARTIES DESIGNATE AS THEIR REPRESENTATIVES, MR. RICARDO MARTINEZ FOR THE ENVIRONMENTAL PROTECTION AGENCY AND MR. SAUL MARTIN DEL CAMPO FOR THE ECOLOGY GENERAL DIRECTORATE.

THIRD. BOTH PARTIES COMMIT TO PROVIDE THEIR MANAGEMENT CAPABILITIES TO SEEK FINANCING SOURCES FOR THOSE ACTIONS TO BE JOINTLY CARRIED OUT UNDER THIS AGREEMENT.

FOURTH - THE STAFF FROM BOTH PARTIES THAT PARTICIPATE IN THE PERFORMANCE OF THE ACTIONS CONTAINED HERETO SHALL CONTINUE TO REPORT TO THE AGENCY TO WHICH THEY ARE ASSIGNED, THEREFORE, NO BONDS OF LABOR RELATIONSHIP NATURE SHALL BE CREATED AMONG THE COMMISSIONED STAFF AND THE RECEIVING PARTY.

FIFTH - THIS AGREEMENT SHALL HAVE DURATION OF SIX (6) YEARS AND MAY BE EXTENDED, MODIFIED, ADDED OR TERMINATED BY THE WILL OF EITHER OR BOTH PARTIES.

SIXTH - THE PARTIES STATE THAT THIS AGREEMENT IS A PRODUCT OF GOOD FAITH, THEREFORE, THE CONFLICTS THAT MIGHT ARISE SHALL BE SOLVED BY THEIR DESIGNATED REPRESENTATIVES.

THIS AGREEMENT IS SIGNED IN DUPLICATE BOTH IN ENGLISH AND SPANISH VERSIONS IN THE CITY OF ENSENADA, BAJA CALIFORNIA, MEXICO ON THE 16TH DAY OF THE MONTH OF AUGUST OF THE YEAR TWO THOUSAND AND ONE.

THE CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY STATES:

I.- THAT THE MISSION OF THE CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY IS TO RESTORE, PROTECT AND ENHANCE THE ENVIRONMENT, TO ENSURE PUBLIC HEALTH, ENVIRONMENTAL QUALITY AND ECONOMIC VITALITY

II.- THAT WITHIN THE ORGANIZATIONAL STRUCTURE OF THE CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY ARE BOARDS, DEPARTMENTS AND OFFICES WITH RESPONSIBILITY FOR REGULATION OF AIR QUALITY, WATER QUALITY, SOLID WASTE DISPOSAL, TOXIC SUBSTANCES MANAGEMENT, PESTICIDE USE AND HUMAN AND ECOLOGICAL HEALTH PROTECTION

III.- THAT IN ORDER TO ACHIEVE ITS MISSION IN THE CALIFORNIA/BAJA CALIFORNIA BORDER REGION, THE CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY RECOGNIZES THE IMPORTANCE OF AND NEED FOR COMMUNICATION AND CLOSE COOPERATION WITH THE GOVERNMENT OF THE STATE OF BAJA CALIFORNIA INCLUDING THE DIRECCION GENERAL DE ECOLOGIA DEL ESTADO DE BAJA CALIFORNIA

IV- THAT THE STATE OF CALIFORNIA AND THE STATE OF BAJA CALIFORNIA HAVE WORKED SUCCESSFULLY TOGETHER IN THE PAST TO IMPROVE THE PUBLIC HEALTH AND ENVIRONMENT OF THE BORDER REGION, AND THAT IT IS IN THE BEST INTEREST OF OUR TWO STATES TO BUILD ON OUR HISTORY OF COOPERATION

BOTH PARTIES DECLARE

THAT THEY HAVE DECIDED TO JOIN EFFORTS WITH THE PURPOSE OF CARRYING OUT COORDINATED ACTIONS TO PREVENT THE ECOLOGIC EMERGENCIES, ENVIRONMENTAL CONTINGENCIES, THE POLLUTION OF THE ATMOSPHERE AND WATER BODIES, TO PROMOTE SUSTAINABLE DEVELOPMENT, TO CARRY OUT PROJECTS OF ENVIRONMENTAL INFORMATION, EDUCATION, AND TRAINING

FOR THE CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY	FOR THE BAJA CALIFORNIA ECOLOGY GENERAL DIRECTORATE
WINSTON H. HICKOX AGENCY SECRETARY	ADOLFO CONZALEZ CALVILLO DIRECTOR GENERAL
ASSISTANT SECRETARY DEP	MARTIWDEL CAMPO BUSTAMANTE UTY DIRECTOR OF ENVIRONMENTAL ANALYSIS AND MANAGEMENT

MEMORANDUM OF UNDERSTANDING between the INSTITUTO DE SERVICIOS DE SALUD PÚBLICA DEL ESTADO DE BAJA CALIFORNIA, MEXICO and the ENVIRONMENTAL PROTECTION AGENCY OF THE STATE OF CALIFORNIA, UNITED STATES OF AMERICA, RELATIVE TO THE STUDY OF LEAD IN THE BAJA CALIFORNIA POPULATION

Whereas the INSTITUTO DE SERVICIOS DE SALUD PÚBLICA DEL ESTADO DE BAJA CALIFORNIA (ISESALUD) and the ENVIRONMENTAL PROTECTION AGENCY OF THE STATE OF CALIFORNIA (Cal/EPA) are fully committed to maintaining good relations and to promoting a favorable health environment. This MEMORANDUM OF UNDERSTANDING (MOU) is an initial step in the development of a working relationship between ISESALUD and Cal/EPA. This MOU begins with a study of exposure to lead in the population resident in the Baja California Border Region (Tijuana, Tecate, Mexicali, Rosarito, and Ensenada).

The responsibilities of both parties are described below:

California EPA:

- 1. Shall appoint a liaison person with the responsibilities:
 - Coordination of the activities set forth in the MOU.
 - Coordination with the ISESALUD liaison to evaluate the approach that is needed to
 implement the aspects referring to the study of lead.
 - Assignment of responsibilities through the development of a work plan for the study of exposure to lead.
 - Serve as the principal point of contact for the development of the study, supplementary
 modifications, and resolution of any disputes.
- 2. Cal/EPA shall provide support to the project so as to initiate the cooperative lead study.
- 3. Cal/EPA shall provide technical advice to the technicians of the Hospital General de Tijuana in lead analysis methodology.

ISESALUD:

- 1. Shall appoint a liaison person with the responsibilities:
 - Coordination of the activities set forth in the MOU.
 - Coordination with the Cal/EPA liaison to evaluate the approach that is needed to
 implement the aspects referring to the study of lead.
 - Assignment of responsibilities through the development of a work plan for the study of exposure to lead.
 - Serve as the principal point of contact for the development of the study, supplementary
 modifications, and resolution of any disputes.
- 2. Shall have research personnel available for the design of the epidemiological study.
- 3. Shall provide the personnel necessary for collection of samples.
- 4. Shall provide the personnel for the chemical analysis of the lead samples, previously trained by the County of San Diego Department of Health and Human Services.
- 5. Shall obtain the importation permission and all forms necessary for receiving the support.

Both Institutions:

- 1. ISESALUD and Cal/EPA shall work together to identify the population or groups that will participate in the study.
- 2. ISESALUD and Cal/EPA will design the study, analyze the results and write the final conclusions and recommendations.
- 3. Any scientific papers or publications resulting from such studies shall be published jointly. The authors shall be defined as the individuals who contributed to the study planning and/or its execution and analysis, as well as to the writing of the submitted paper.

Good Faith

Each party to this MOU agrees to assume good faith of all other parties as a general principle for the development and implementation of the study. All parties agree to notify all other parties of any problem that may arise, and to work together to foster a maximum level of confidence in the study. Both parties commit to act in good faith for the benefit of public health.

The contents of this Memorandum of Understanding having been read, the undersigned execute this Memorandum of Understanding on behalf of its parties. This Memorandum of Understanding shall take effect when it has been signed by all parties.

For the Instituto de Servicios de Salud Pública (ISESALUD) del Estado de Baja California

Dr. CARLOS ALBERTO ASTORGA OTHÓN

Director General

29-007-01

DATE

For the California Environmental Protection Agency

WINSTON H. HICKOX

can () Ul

Agency Secretary

October 30, 2001

DATE

For ISESALUD as an Honorary Witness:

Dr. ALFREDO GRUEL CULEBRO

Director of Health Regulation and Sanitation

29-10-01

DATE

For Cal/EPA as an Honorary Witness:

RICARDO MARTINEZ

Octobe 30, 2001

DATE

Assistant Secretary for Border Affairs

INTERGOVERNMENTAL AGREEMENT (IA) ON ENVIRONMENTAL EDUCATION AND TRAINING AMONG THE SECRETARIAT FOR THE ENVIRONMENT AND NATURAL RESOURCES, THE SECRETARIAT OF PUBLIC EDUCATION, THE STATE OF BAJA CALIFORNIA OF THE UNITED MEXICAN STATES, AND THE STATE OF CALIFORNIA OF THE UNITED STATES OF AMERICA

The Secretariat of Public Education (SEP) and the Secretariat for the Environment and Natural Resources (SEMARNAT), Secretariats of the Government of the United Mexican States; and

The State of Baja California of the United Mexican States, through its State Education System (SEBS-ISEP); and

The California Environmental Protection Agency (Cal/EPA)-California Integrated Waste Management Board (CIWMB), and the California Office of the Secretary for Education (OSE), governmental entities of the Government of the State of California, United States of America (Hereafter referred to as the "Parties"):

Share an interest in protecting a common environment.

RECOGNIZING the role and importance of making a united front in environmental education and training as a means to inspire border communities to take responsibility for and to become good stewards of their shared environment and natural resources;

APPRECIATING the need to establish formal ties of cooperation between the federal governmental institutions of United Mexican States, and the State of Baja California, United Mexican States and the State of California of the United States of America on environmental education and training;

CONSIDERING the importance of exchanging information and materials that concern to environmental systems, environmental science and technology within the California-Mexico border;

WISHING to provide California-Mexico border children with the knowledge and behavioral attitudes necessary to develop solutions to common environmental and resource use problems, a joint work plan must be developed for providing a continued sharing and exchange of environmental education and training programs, and information materials specific to, including but not limited to, waste management, water conservation and pollution prevention of air resources, energy conservation, and toxic materials; and

UNDERSTANDING the mutual benefits that shall be derived from sharing successful environmental education and training programs, exhibits, films,

lectures, research, planning and other ways of reaching the border public with environmental information,

TAKING into account the resolutions in the Agreement of Cooperation on Science and Technology between the United Mexican States and the United States of America, signed in Washington D.C., on June 15, 1972.

Intend to promote environmental education and training along the California-Mexico border.

The Parties have agreed as follows:

DEFINITIONS

It is understood that the field of Environmental Education and Training encompasses both formal and non-formal delivery systems. For the purposes of this Memorandum the following definitions shall apply:

- a) "Environmental education" means a permanent process in which individuals and the border community gain awareness of their environment and acquire the knowledge, values skills, abilities, experience, and also the determination, which will enable them to act individually and collectively to solve present and future environmental problems.
- b) "Environmental training" means instructional programs, courses, and workshops on environmental issues or topics, that provide skills and knowledge which will enable to the extent allowed by law, SEP, SEMARNAT, SEBS-ISEP, DE, Cal/EPA-CIWMB, and OSE personnel and/or members from the public, relative to environmental performance, comply with existing regulatory requirements, assist in executing responsibilities on environmental compliance, communicate environmental practices to others, and enhance preparedness capabilities in responding to environmental incidents.
- c) "Sister-City Model" means a relationship between two or more border entities established for their mutual benefit. An Environmental Education and Training Workplan created under this model will outline how and when SEP, SEMARNAT, SEBS-ISEP, DE, Cal/EPA-CIWMB, and OSE will develop and carry out environmental education and training activities specifically designed for the participating entities in accordance with each entity's responsibilities, legal attribution, or jurisdictional purview.

II PURPOSE

The purpose of this intergovernmental agreement, is to establish the framework for cooperation, protection and development of environmental education and training programs in the California-Mexico border, to contribute towards

protection of the environment and to improve the quality of life, as well as to strengthen public awareness and attitudinal change towards the achievement of sustainable development within the border region.

In an effort to fulfill this IA, the parties will promote, develop, coordinate and implement joint environmental education and training activities and the exchange of educational and training materials, as specified in the following areas of cooperation:

- a) Exchange of information concerning environmental education and training policies and programs, innovative approaches, learning information resources, materials, products and accomplishments.
- Planning, preparation, support, and participation in seminars, workshops, and conferences on environmental education and training hosted by one or more of the Parties, or other such activities that are of mutual interest.
- c) Exchange of publications and other materials identified by the Parties for translation and distribution.
- d) Promotion of the cooperative development of environmental educational materials, projects, and training programs.
- e) Encouragement of environmental education and training initiatives and projects involving K-12 children/teachers, and support of border youth exchanges and conferences.
- f) Presentation of joint awards and scholarships for K-12 students, educators, and institutions involved with environmental education and training;
- g) Arrangement of planned visits by individuals or delegations, representing their countries for the purpose of reviewing successful environmental education and training programs and activities; and
- h) Promotion of joint projects on environmental education and training issues, giving attention to the specific economic and cultural conditions of each country.

III THE COMMITTEE

The Parties will establish a six-member trilateral committee ("Committee") to implement activities under this IA. Each Party will designate in writing and will be responsible for one committee member, and may designate replacements at any time upon written notice to the other Parties.

The Committee will, by mutual agreement:

- a) Designate a Chair and an Alternate Chair from the membership, to be rotated on an annual basis;
- b) Meet on a six-month basis;
- c) Seek special advice, as needed, to assist with its work;
- d) Establish, in writing, a three-year Sister-City Environmental Education and Training Work Plan;
- e) Coordinate and facilitate the involvement of other agencies and other parts of the public/private sector in the activities undertaken pursuant to this IA:
- f) Coordinate and administer the activities outlined in the IA; and
- g) Evaluate the resources needed to pilot a work plan between California and Mexico based on a Sister City Model. A preliminary assessment will begin in July 2002.
- h) Delegate responsibilities by setting up a workplan for the activities undertaken under this IA;
- i) Function as the primary point of contact for IA implementation and development of supplemental amendments and dispute resolution;
- j) Notify the Mexican Institute of International Cooperation of the Secretariat of Foreign Affairs about the accomplishments arising from this IA; and
- k) Prepare an annual report January of each year.

IV IMPLEMENTATION

The activities undertaken under this IA by the Parties will be subject to the availability of funds and other resources. The Parties, in accordance with their applicable laws, will agree on funding and resources allocated to each joint activity.

APPLICABILITY OF NATIONAL LAWS

All the activities undertaken under this IA shall be subject to the applicable laws and regulations of each of the Parties

VI RELATIONSHIP TO OTHER AGREEMENTS

Nothing in this IA shall be construed either to prejudice other existing or future agreements agreed upon by and among the governments of the United Mexican States and the State of California, or to affect the rights and obligations of the two governments under international agreements to which they are party. It is not intended that this IA create binding international legal obligations.

In the event that individual or multiple portions of this agreement are found to be in conflict with either state or federal law, regulations or policies, and, therefore, void, the agreement will remain in effect without those provisions unless any of the Parties notifies the other Parties, in writing, that the entire agreement is terminated.

VII TRANSIT OF PERSONNEL AND EQUIPMENT

To the extent possible and permitted by their laws, the Parties will make their best effort to facilitate the visas and other clearances necessary for personnel and equipment to enter into and exit from their respective territories for purposes of undertaking activities under this IA.

VIII PATENTS AND COPYRIGHTS

The parties will protect and will make it known in a mutual fashion, any copyright information on literary, didactic materials, scientific or artistic works created by authors of their respective countries, in accordance with their national laws and international treaties.

IX DISPUTE RESOLUTION

Any procedural disputes arising out of this IA shall be negotiated between the following Representatives, who shall act as liaisons for this IA:

For the United Mexican States: The Secretary for SEP or designee;

For the United Mexican States: The Secretary for SEMARNAT or designee;

For the State of Baja California: The Secretary for SEBS-ISEP or designee;

For the State of Baja California: The Director for DE or designee; and

For the government of California: The Secretary for Environmental Protection or designee.

For the government of California: The Secretary for the California Office of the Secretary for Education or designee.

Environmental Agreements Signed Between the State of California and Governments of the Republic of Mexico

X AMENDMENT

One or more written supplemental agreements which shall be integrated into this agreement may amend this IA at any time, or occasionally, upon approval of the committee members.

XI DURATION

Unless otherwise extended in writing, this IA shall be in full force and effect for a period of five (5) years. Any party may withdraw from this agreement 45 days following written notice to the other Parties, without impacting actions and commitments currently being undertaken, and that will continue until their entire completion. Upon termination of this IA, all loaned equipment shall be returned to the appropriate California and/or Mexico agencies within sixty days.

XII GOOD FAITH

Each Party to this IA agrees to assume good faith of all other parties as a general principle in developing and implementing all activities jointly undertaken.

All Parties agree to notify one another if any problems arise and to work together to foster maximum confidence and success of the program.

In the event that individual and several portions of this agreement are found to be in conflict with either state or federal law, regulations or policies, and, therefore, invalid, the agreement will remain in effect without those provisions unless either Party notifies the other Party, in writing, that the entire agreement is terminated.

The contents and legal scope of this IA, having been read to the Parties, express that no error, bad faith, injury or any other defect of consent exists herein which would invalidate it, and the Parties confirm and execute it in <u>Tijuana</u>, <u>Baja</u> California, United Mexican States, on <u>May 30</u>, 2002.

For the SEP:

Reyes Taméz Guerra, Secretary

Agency Secretary

For Cal/EPA:

Winston H. Hickox Agency Secretary

Wewson H. Archax

For the SEMARNAT:	For the SEBS-ISEP
Victor Lichtinger Waisman Agency Secretary	Alejandro Bahena Flores Agency Secretary
For the OSE:	For the CIWMB Moulten Patterson
Kerry Mazzoni Agency Secretary	Linda Moulton-Patterson Chair
For the DE:	
Jorge Escobar Martinez Director	

MEMORANDUM OF UNDERSTANDING

BETWEEN

The California Environmental Protection Agency
AND
The San Diego Natural History Museum

The California Environmental Protection Agency (Cal/EPA) and the San Diego Natural History Museum (Museum) have identified mutual goals as expressed by their Mission Statements.

The Mission of Cal/EPA is "to restore, protect and enhance the environment, to ensure public health, environmental quality and economic vitality".

The Mission of the Museum is "to interpret the natural world through research, education, and exhibits; to promote understanding of the evolution and diversity of Southern California and the peninsula of Baja California; to inspire in all people respect for the environment."

Furthermore, the Vision of the California – Baja California Border Environmental Program is to develop "a standard of excellence for international cooperation and collaboration that focuses on environmental and natural resource issues to help ensure the future quality of a cleaner, safer, healthier, and more prosperous border."

In addition, Cal/EPA and the Secretariat for Environmental and Natural Resources of the United Mexican States (SEMARNAT) signed a Joint Declaration on March 21, 2001 "to carry out joint activities for the conservation and sustainable development of the Sea of Cortes Region". The goals of this Declaration include encouraging environmentally sustainable strategies, such as eco-tourism, coordinating research about the physical, hydrological and biological conditions, promoting and supporting public participation programs, developing environmental education programs, and coordinating with public organizations whose activities are related to the purpose of this declaration.

Recognizing a common mission, vision, and goals, Cal/EPA and the Museum agree to work together to promote environmental education, sound environmental practices, and biological research to promote healthy border ecosystems. This partnership includes, but is not limited to, cooperative efforts in the following areas:

Environmental Education

The goal of environmental education is to inspire the community to take responsibility for and to become good stewards of our environment. This can be accomplished through teacher training, public education programs, and business and professional training.

Public Programs

Exhibits, films, lectures, and other public programs are effective ways to reach the general public with information about water and air pollution, sustainable development, natural resource conservation, ecotourism opportunities, and political involvement.

Research

Research and planning are prerequisites to effective programs of conservation, environmental education, and business and political action. Biological research is needed to access the health of our ecosystems and determine effective action.

To this end, the California Environmental Protection Agency and the San Diego Natural History Museum endorse this Memorandum of Understanding with the firm belief that our institutions can further serve their missions in a creative, productive, and meaningful partnership that serves the best interests of our binational region, its residents and visitors.

For the California Environmental Protection Agency

N. Ducko

Winston H. Hickox Agency Secretary For the San Diego Natural History

Museum

Steven P. McDonald, President

Board of Trustees

San Diego Natural History Museum